

*Contract C3959*

This Agreement made effective on April 21, 2008.

**CONTRACT FOR SERVICES**

**BETWEEN**

**THE ATHABASCA UNIVERSITY GOVERNING COUNCIL**  
(hereafter called the **UNIVERSITY**)

**AND**

**WASHINGTON PARTNERS, LLC**  
(hereafter called the **CONTRACTOR**)

In consideration of the mutual covenants provided for herein, the parties agree as follows:

**1.0 Term of Agreement**

- 1.1 Subject to paragraph 9.0 herein, the term of this Agreement shall be as set forth in Schedule "A" hereto (the "Term").

**2.0 Nature of Services**

- 2.1 The CONTRACTOR acknowledges that it has been selected on the basis of its special expertise and competence and that such expertise is a necessary element of the services to be provided by the CONTRACTOR hereunder. The CONTRACTOR shall work in collaboration with the UNIVERSITY and its staff in performing the services set out in Schedule "B" hereto (collectively the "Services").

**3.0 Payment**

- 3.1 A maximum fee in the amount set forth in Schedule "C" hereto, shall be paid to the CONTRACTOR as provided for in the said Schedule.

**4.0 Independent CONTRACTOR**

- 4.1 The CONTRACTOR shall inform the UNIVERSITY forthwith of any change in its residency status for income tax purposes. The CONTRACTOR shall indemnify the UNIVERSITY for any payments not withheld, but required to be paid pursuant to income tax legislation in the CONTRACTOR's country of residence, including any interest or penalty assessed thereon.

## 5.0 Reporting Relationship

- 5.1 For the duration of this Agreement, the formal UNIVERSITY contact between the UNIVERSITY and the CONTRACTOR shall be **Lori Van Rooijen, Vice President – Advancement**, with the day to day UNIVERSITY contact to be **Troy Tait, Government Relations Officer**, or such other party as shall be designated by the UNIVERSITY to the CONTRACTOR in writing.

## 6.0 Assignment

- 6.1 The CONTRACTOR shall not assign or sub-contract any of the obligations undertaken herein except with the written authorization of the UNIVERSITY.

## 7.0 Intellectual Property Rights and Confidentiality

- 7.1 The CONTRACTOR hereby assigns to the UNIVERSITY all of its rights, title and interest whatsoever throughout the world in and to all copyrighted works, trademarks and any and all other intellectual property or proprietary information prepared or created by the CONTRACTOR through the provision of the Services pursuant to this Agreement (the "Intellectual Property") including the right to apply for copyright, patent or trade-mark registrations, for the full duration of all such rights and any renewals or extensions thereof and further agrees to execute any documents which may be necessary to evidence or support such assignment.
- 7.2 If parties who are not employees of the CONTRACTOR make or have made any contribution to the creation of a "new work" (as that term is used in present or future United States copyright statutes or the Canadian Copyright Act) which comprises or forms part of the Services, the CONTRACTOR shall obtain from such parties a comparable full assignment of rights and waiver of moral rights, including those associated with honour and reputation, without restriction in perpetuity, so that the foregoing assignment by CONTRACTOR vests in the UNIVERSITY full rights in the "new work," free of any claims, interests, or rights of other parties. The CONTRACTOR agrees not to permit any of its employees to obtain or reserve by oral or written employment agreements any rights as "authors" of such "new works". At the UNIVERSITY's request, the CONTRACTOR shall furnish the UNIVERSITY with full information concerning the creation of "new works" and with copies of assignments of rights and waivers obtained from other parties, with the same scope as those granted by the CONTRACTOR.
- 7.3 The CONTRACTOR hereby expressly waives in favour of the UNIVERSITY, all of its moral rights in the Intellectual Property, including those associated with

honour and reputation, without restriction in perpetuity and further agrees to execute any documents, which may be necessary to evidence or support such waiver.

- 7.4 The payments referred to in paragraph 3.0 herein are in full and final satisfaction for provision of the Services and the CONTRACTOR agrees and acknowledges that neither it nor its agents, employees or subcontractors are entitled to the payment of any future royalties, residuals or any other payments in connection with the Services and hereby expressly waives entitlement to such payments.
- 7.5 The CONTRACTOR acknowledges that all records, material and information pertaining to the UNIVERSITY and any copies thereof obtained by the CONTRACTOR are and shall remain the exclusive property of the UNIVERSITY.
- 7.6 Except as may be required in connection with filings with government agencies or courts or except as may be required under applicable law, the CONTRACTOR shall keep strictly confidential and shall not disclose to any other party or entity other than its officers and employees on a must know basis or its respective lawyers and accountants, the material terms and conditions of this Agreement. The CONTRACTOR agrees to keep confidential and not disclose or to make use of any confidential information or trade secrets of the UNIVERSITY. The CONTRACTOR shall take all reasonable steps to ensure that the CONTRACTOR and its agents, employees, contractors and subcontractors shall treat as strictly confidential the confidential information and trade secrets of the UNIVERSITY, and in any event shall use no less effort than the CONTRACTOR would use to protect its own confidential information.

#### **8.0 Non-Disclosure and Confidentiality Agreement**

- 8.1 The CONTRACTOR shall be required to adhere to the Non-Disclosure/Confidentiality Schedule attached hereto that forms part of this Agreement.

#### **9.0 Termination of Agreement**

- 9.1 The UNIVERSITY may terminate this contract immediately upon written notice (the "effective date of termination"), at its sole discretion as follows:
- (i) upon any breach or non-performance by the CONTRACTOR of the terms and conditions of this contract;
  - (ii) upon the CONTRACTOR causing substantial harm or disrepute to the status and reputation of the UNIVERSITY;

- (iii) if the UNIVERSITY deems the particular circumstance or other such circumstances of the CONTRACTOR'S relationship to comprise a conflict of interest and such conflict is not or cannot be resolved to the UNIVERSITY'S satisfaction; and
- (iv) upon any other circumstances the UNIVERSITY deems reasonably necessary to ensure its successful operation of its courses.

9.2 Upon the effective date of termination, the CONTRACTOR shall stop providing services and shall deliver to the UNIVERSITY all reports, invoices and any other material relating to the services. The UNIVERSITY will pay for services satisfactorily performed (as determined by the UNIVERSITY) up to the effective date of termination.

#### **10.0 Indemnity**

- 10.1 The CONTRACTOR shall indemnify, hold harmless and defend the UNIVERSITY, its servants, agents, employees, invitees and representatives from and against any and all losses, damages, expenses, claims, suits and demands of whatever nature (including legal fees and expenses on a solicitor and client basis) resulting from the breach of any term, condition or provision of this Agreement, and or damages or injuries, including death, to any property or persons caused by or arising out of any negligent or willful act or omission of the CONTRACTOR under this Agreement, whether in connection with the provision of Services or in compliance with its covenants, and also such negligent or willful acts or omissions of the CONTRACTOR'S sub-contractors or any of that party's sub-contractors, respective servants, agents, employees, invitees or representatives.
- 10.2 The CONTRACTOR shall carry adequate comprehensive general and professional liability insurance with limits acceptable to the UNIVERSITY, and shall supply the UNIVERSITY with proof of such insurance upon request by the UNIVERSITY. If it is determined by the UNIVERSITY that the CONTRACTOR does not have adequate comprehensive general and professional liability insurance, the UNIVERSITY may, at its discretion, pay for the CONTRACTOR's insurance and off-set the cost of such insurance from the fees payable to the CONTRACTOR as outlined in Schedule "C", Payment, herein.
- 10.3 If the CONTRACTOR maintains an active account with the Worker's Compensation Board ("WCB"), the CONTRACTOR shall provide the WCB account number to the UNIVERSITY, and shall supply the UNIVERSITY with proof of coverage upon request. If the WCB account number or acceptable proof of coverage is not provided to the UNIVERSITY it shall be assumed that the CONTRACTOR does not maintain an active account with the Worker's Compensation Board.

## **11.0 No Inducement**

The CONTRACTOR represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any employee or Board member of the UNIVERSITY, or to the member of the family of such a person with a view to influencing the entry into the Agreement or the administration of the Agreement.

## **12.0 Access to Information and Protection of Privacy**

### **12.1 Definitions** - (as stated in the Alberta Freedom of Information and Protection of Privacy Act (the "Act"))

**Employee** - in relation to a public body, includes a person who performs a service for the public body as an appointee, volunteer or student or under contract or agency relationship with the public body.

**Personal Information or Information** - means recorded information about an identifiable individual, including:

- (i) the individual's name, home or business address or home or business telephone number,
- (ii) the individual's race, national or ethnic origin, colour or religious or political beliefs or associations,
- (iii) the individual's age, sex, marital status or family status,
- (iv) an identifying number, symbol or other particular assigned to the individual,
- (v) the individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics,
- (vi) information about the individual's health and health care history, including information about a physical or mental disability,
- (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given,
- (viii) anyone else's opinions about the individual, and
- (ix) the individual's personal views or opinions, except if they are about someone else.

**Record** - means a record of information in any form and includes notes, images, audio/visual recordings, x-rays, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written,

photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

## **12.2 Access to Information and Protection of Privacy**

The UNIVERSITY and the CONTRACTOR are subject to the Act. Records and Personal Information, collected, created, used, disclosed, and disposed of as a result of this Agreement are subject to the provisions of the Act and as such each of the parties hereto covenants and agrees as follows:

- (i) Each of the parties shall provide notification as required by the Act when Personal Information is being collected as a result of this Agreement. The notification shall include the purpose for which the Information is being collected, the specific legal authority for the collection and the title, business address and telephone number of an officer or employee who can answer the individual's questions about the collection.
- (ii) The UNIVERSITY and the CONTRACTOR shall protect Personal Information that is collected, created, and used as a result of this Agreement in accordance with the Act. Records shall be stored in a secure manner, and reasonable security measures shall be taken against such risks as unauthorized access, collection, use, disclosure or disposal.
- (iii) Personal Information collected pursuant to this Agreement shall only be used for the purpose for which it was collected or a consistent use. Any other usage must have the written consent of the individual to whom the Personal Information relates.
- (iv) The UNIVERSITY and the CONTRACTOR shall only disclose Personal Information as required to carry out this Agreement and as provided for in the Act.
- (v) Any Personal Information in the custody of or under the control of either party hereto as a result of this Agreement shall remain in the custody of or under the control of that party and shall be retained and disposed of according to that party's retention and disposition schedule in accordance with the Act.
- (vi) In the event of either party receiving a request for Records or Information covered by this Agreement, each shall make every reasonable effort to assist the applicant by responding to the request according to the provisions of the Act.

### **13.0 Miscellaneous**

#### **13.1 Schedules**

All schedules attached to this Agreement are incorporated by reference hereto and shall form terms of this Agreement.

#### **13.2 Notices**

Any notice or other communication pursuant to this Agreement required or desired by a party shall be deemed to have been given (or received by the other party) on the date when delivered or sent by confirmed facsimile transmission, personal delivery or three (3) business days after being sent by registered mail, postage pre-paid, to the UNIVERSITY or the CONTRACTOR at the addresses set forth in below:

**UNIVERSITY:**

Mickey Graham, BSA, MBA  
Manager, Procurement and Contract Services  
Athabasca University  
1 University Drive  
Athabasca, AB T9S 3A3  
Phone: (780) 675-6560

Fax: (780) 675-6487

**CONTRACTOR:**

Harrison Wadsworth  
Washington Partners, LLC  
400 - 1101 Vermont Avenue NW  
Washington, DC 20005  
Phone: 202/289-3903

Fax: 202/371-0197

#### **13.3 Headings**

The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation or meaning of this Agreement.

#### **13.4 Waiver of Agreement**

Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

### **13.5 Severability**

If any provision of the Agreement is invalid or unenforceable in any circumstance, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected.

### **13.6 Entire Agreement**

This Agreement constitutes the entire agreement between the UNIVERSITY and the CONTRACTOR pertaining to the subject matter, and supersedes all prior agreements, understandings, negotiations, representation and discussions whether oral or written.

### **13.7 Compliance with Law**

The CONTRACTOR shall properly execute and comply with all statutes, rules, orders, ordinances, and regulations of all governmental authorities in providing the Services pursuant to this Agreement.

### **13.8 Force Majeure**

Delays in or failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, decrees of government, acts of God, strikes or other concerted acts of workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (hereinafter called "force majeure"), but lack of finances shall in no event be deemed to be a cause beyond a party's control.

In the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure, then such party shall so notify the other in writing and the UNIVERSITY shall either (a) terminate the Agreement, or (b) authorize the CONTRACTOR to complete the performance of the Services with such adjustments as are required by the existence of the force majeure and are agreed upon by both parties.

### **13.9 Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the University and the CONTRACTOR irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.



**13.10 Survival**

The paragraphs titled Intellectual Property Rights and Confidentiality, Indemnity, Termination of Agreement, and Governing Law shall survive termination and expiration of this Agreement.

**13.12 Currency**

All references in this Agreement to dollars shall be to US dollars unless otherwise indicated.

**13.12 Further Assurances**

Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

**13.13 Inconsistencies**

In the event of any inconsistencies or conflicts between the terms of this Agreement and any schedules, appendices or other documents attached to and forming part of this Agreement, the terms of this Agreement shall prevail, unless otherwise stated in the Agreement.

**13.14 Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the parties, and their respective legal representatives, successors and assigns.

**13.15 Amendments**

This Agreement shall not be amended unless such amendment is in writing and signed by both parties.

**13.16 Time**

Time shall be of the essence in this Agreement.

**IN WITNESS WHEREOF** the parties have hereunto affixed their signatures the day and year first written above.

**THE ATHABASCA UNIVERSITY GOVERNING COUNCIL**

\_\_\_\_\_  
Per: Athabasca University

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Harrison Wadsworth  
Per: Washington Partners, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Witness:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

## **SCHEDULE "A"**

### **TERM OF AGREEMENT**

Subject to Article 9.0, this Agreement shall commence on **April 21, 2008**, and shall terminate on **May 31, 2008**.

## **SCHEDULE “B”**

### **NATURE OF SERVICES**

- 1.0 During the Term of this Agreement, the CONTRACTOR shall provide the following Services as required by the UNIVERSITY:

The CONTRACTOR shall endeavour to secure government support for advancement and funding of various UNIVERSITY priority agenda items and initiatives as specified by the UNIVERSITY.

- 2.0 In support of the UNIVERSITY’s initiatives the CONTRACTOR shall make himself available as necessary to meet with UNIVERSITY representatives to determine needs and objectives, and to provide progress reports.
- 3.0 The CONTRACTOR shall develop a plan of proposed activities and timelines for the term of this Agreement, and shall submit the proposal to the Contract Manager for approval.
- 4.0 The CONTRACTOR shall revise the proposal as necessary and undertake activities outlined in the proposal as directed by the Contract Manager.
- 5.0 The CONTRACTOR shall submit written monthly reports to the Contract Manager regarding activities and progress of the UNIVERSITY’s initiatives

## SCHEDULE "C"

### PAYMENT

- 1.0 The maximum fee payable pursuant to the terms of this Agreement by the UNIVERSITY to the CONTRACTOR shall be **Seven Thousand Eight Hundred (\$ 7800.00 ) US Dollars, plus any taxes that apply, plus reasonable pre-approved travel expenses**, which shall be paid during the Term by the UNIVERSITY as follows:
  - a) **Upon satisfactory completion of services and submission of detailed invoice(s) by the CONTRACTOR** outlining the services completed and the accompanying fee(s);
  - b) **Payment for reasonable, pre-approved travel expenses shall be paid upon satisfactory completion of services and upon submission of a separate, itemized invoice** detailing the expense(s) incurred, associated charge(s) for same, and accompanied by original receipts; and
  - c) Net thirty (30) days, payable by cheque.
- 2.0 The payment(s) provided for in Paragraph 1.0 of Schedule "C" herein shall be conditional upon the satisfactory completion of the Services, such completion to be determined in the sole discretion of the UNIVERSITY acting reasonably.
- 3.0 The form of payment(s) provided for in paragraph 1.0 of Schedule "C" herein shall be by cheque payable to **Washington Partners, LLC**.
- 4.0 It is the obligation of the CONTRACTOR to identify all GST amounts and its GST registration number on the invoice(s).

## **SCHEDULE "D"**

### **NON-DISCLOSURE/CONFIDENTIALITY SCHEDULE**

- 1.01 The CONTRACTOR acknowledges that it will occupy a position of trust and confidence with the UNIVERSITY and may become familiar with confidential or proprietary information or material relating to the operations of the UNIVERSITY including, but not limited to, the following matters:
- i) financial statements and other financial information relating to the UNIVERSITY;
  - ii) information or data relating to chattels, fixtures, product or technology that is owned, used or operated by the UNIVERSITY;
  - iii) student lists, records, and all related data, employee information, or any other personal information (as defined by Alberta or Canadian privacy legislation) of any individual;
  - iv) intellectual property rights;
  - v) all other information regarding the UNIVERSITY, its business, assets, rights, liabilities and obligations which are non-public, confidential or proprietary in nature,
- all of which are collectively referred to in this Schedule as "Confidential Information".
- 1.02 The CONTRACTOR acknowledges the confidential nature and critical importance of maintaining absolute confidentiality and control of the Confidential Information and that it is the sole property of the UNIVERSITY. The CONTRACTOR will be bound by the requirements of the privacy policy of the UNIVERSITY, a copy of which the CONTRACTOR confirms having received.
- 1.03 The CONTRACTOR will indemnify and hold the UNIVERSITY harmless from and against all losses, claims, liabilities, damages, causes of action, judgments, costs and expenses, including legal costs on a solicitor and own client basis and other professional fees, court costs, amounts paid in settlement, or any other liability of whatever nature, whether joint or several, caused by or arising out of, or in any way related to, any disclosure of the Confidential Information by it, or by any person to whom Confidential Information was given, in violation of the provisions of this Schedule. Such indemnity will survive the termination of the Contract for Services.
- 1.04 The CONTRACTOR will not to use any Confidential Information received for any purpose other than in connection with the Services described in the Contract

for Services, without the prior written consent of the UNIVERSITY. The CONTRACTOR will notify the UNIVERSITY of any disclosure of Confidential Information.

- 1.05 The CONTRACTOR undertakes to advise all of its employees, representatives, agents or third parties participating in the provision of the Services of the contents of this Schedule, to obtain their undertaking that they will be bound by all of its provisions in like manner and to identify to such employees, representatives, agents and third parties, the information which is the subject matter of this Schedule; provided however that this clause will not be construed as relieving the CONTRACTOR'S obligation to obtain the UNIVERSITY'S consent where the CONTRACTOR wishes to engage others to assist in the provision of the Services.
- 1.06 If the Contract for Services is terminated, the CONTRACTOR will promptly return to the UNIVERSITY or destroy all Confidential Information (including all notes and materials in any way related thereto) furnished to the CONTRACTOR, without retaining copies, summaries, analysis or abstracts thereof. Prior thereto, the CONTRACTOR will return any or all Confidential Information (including all such related notes and materials) to the UNIVERSITY forthwith on demand, without retaining any copies thereof. The CONTRACTOR will provide written certification attesting to such destruction or return of Confidential Information.
- 1.07 The CONTRACTOR acknowledges that the UNIVERSITY would suffer irreparable harm as a result of breach of any of the non-disclosure and confidentiality clauses contained in this Schedule and that legal remedies are or may be inadequate. Therefore, in addition to any damages and other remedies that the UNIVERSITY may be entitled to at law, equity, tort or contract as a result of such a breach, the UNIVERSITY will be entitled to an order from a court of competent jurisdiction to restrain the CONTRACTOR from breaching or continuing to breach any provisions hereof.
- 1.08 Notwithstanding the foregoing, the CONTRACTOR will be entitled to disclose any of the Confidential Information as may be required by law. Promptly upon receiving any such lawful request and within a reasonable time before disclosure, the CONTRACTOR will notify the UNIVERSITY of the terms and the circumstances of the requested disclosure.
- 1.09 The CONTRACTOR will, in keeping and maintaining the Confidential Information strictly confidential to the CONTRACTOR, take all reasonable steps to ensure that the Confidential Information or any part thereof will not be divulged to any third party. Without restricting the generality of the foregoing, such reasonable steps will include physical security and other security measures (including controls on access, copying and destruction) and confidentiality agreements with the CONTRACTOR'S employees, agents or invitees who are permitted access to Confidential Information.